

LAW OFFICES OF
SAUL, EWING, REMICK & SAUL

38TH FLOOR CENTRE SQUARE WEST

PHILADELPHIA 19102

CABLE ADDRESS: BIDSAL
TELEPHONE (215) 972-7777
TELECOPIER (215) 972-7725
TELEX 83-4798

RECORDATION NO. 10532-D Filed 1428

FFB 6 1981-1 40 PM

ASSOCIATED OFFICES
HARRISBURG, PA.
WASHINGTON, D. C.
LONDON, ENGLAND
FRANKFURT/MAIN, GERMANY

DIRECT DIAL (215)

972-7777

INTERSTATE COMMERCE COMMISSION

February 5, 1981

Via Federal Express

RECORDATION NO. 10532-F Filed 1428

FFB 6 1981-1 40 PM

RECORDATION NO. 10532-F Filed 1428

FFB 6 1981-1 40 PM

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

There are herewith transmitted the following instruments which we desire filed and recorded under the provisions of the Interstate Commerce Act, 49 U.S.C. §11303:

(1) ^{Three} ~~Two~~ fully executed and notarized originals of a "Lease of Railroad Equipment" dated as of May 7, 1980 between Delaware and Hudson Railway Company, as Lessee, and Heleasco Twelve, Inc., as Lessor, covering 110 50'6" 70-ton boxcars (the "Lease");

(2) Two fully executed and notarized originals of the "Assignment of Lease" dated as of May 7, 1980 by Heleasco Twelve, Inc. in favor of Provident National Bank as Agent, each with the "Consent and Agreements" executed by Delaware and Hudson Railway Company and dated as of May 7, 1980 attached thereto; and

(3) Two fully executed and notarized originals of "Amendment No. 1 to Security Agreement" dated as of May 7, 1980 between Heleasco Twelve, Inc. and Provident National Bank as Agent.

TO INSURE THAT YOUR RECORDING OF THESE INSTRUMENTS IS EFFECTIVE WITHIN YOUR FILING SYSTEM, PLEASE NOTE THAT ALL UNITS SUBJECT TO THE ABOVE-REFERENCED LEASE HAVE BEEN PREVIOUSLY LEASED BY LESSOR TO PICKENS RAILROAD COMPANY AND NATIONAL RAILWAY UTILIZATION CORPORATION AS LESSEE (THE "ORIGINAL LEASE"). THE ORIGINAL LEASE WAS FILED WITH THE INTERSTATE COMMERCE COMMISSION ON JUNE 22, 1979 AND BEARS RECORDATION NUMBER 10532-A. THE UNITS WERE ORIGINALLY ACQUIRED BY LESSOR UNDER

Over by Eugene Andrews

Mrs. Agatha L. Mergenovich
February 5, 1981

S.E.R. & S. No. 2

A PARTICIPATION AGREEMENT DATED AS OF JUNE 1, 1979 WHICH WAS FILED WITH THE INTERSTATE COMMERCE COMMISSION ON JUNE 22, 1979 AND BEARS RECORDATION NUMBER 10532. PLEASE NOTE FURTHER THAT THE UNITS ARE ALREADY SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION ON JUNE 22, 1979 WHICH BEARS RECORDATION NUMBER 10532-C.

Accordingly, note that the Cars subject to the enclosed Lease are the subject of a previous filing with the Interstate Commerce Commission and have now been renumbered so that (a) becomes (b) as indicated below:

- (a) Former Lessee Road Numbers:
NSL 155582 through 155609 and
PT205050 through 215131
- (b) Current Lessee Road Numbers:
(Delaware and Hudson)
DH26215 through 26242 and
DH25700 through 25774 and
26243 through 26249, all inclusive

Please deliver one copy of each of the enclosed originals of the Lease, Lease Assignment with Consent and Agreement, and Amendment No. 1 to Security Agreement, each bearing the Commission's filing and recordation stamp, to:

Kunkel Transportation Services, Inc.
425 Thirteenth Street, N.W.
1010 Penn Building
Washington, D.C. 20004

Very truly yours,



Anthony F. Walsh

AFW/mmcl
Enclosures
cc: Ms. Carolyn H. Kunkel

RECORDATION NO. 10532-E
Filed 1428

FFB 6 1981 -1 40 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE

HELEASCO TWELVE, INC. ("Assignor"), a Delaware corporation, hereby assigns and transfers to PROVIDENT NATIONAL BANK, a national banking association, as Agent under a Participation Agreement dated as of June 21, 1979, ("Assignee") all of Assignor's right, title and interest in and to the Lease dated as of the date hereof and all rental schedules and supplements thereto ("Lease") of which Delaware and Hudson Railway Company with an address at 40 Beaver Street, Albany, New York, 12207, is lessee and Assignor is lessor, together with all rentals and other moneys coming due thereunder (except indemnification payments under Section 17) and all proceeds of insurance, condemnation and requisition proceedings and sale or other dispositions of any of the property subject thereto payable to or receivable by the Assignor under or in connection therewith, and all rights, powers and remedies (but none of the duties or obligations, if any) of Assignor under the Lease, including, exclusively on the part of the Assignee, all rights of the Assignor to give and receive any notice, consent, waiver, demand or approval under or in respect of the Lease, to exercise any election or option thereunder or in respect thereof, to accept any surrender of any property subject thereto, to execute and deliver any bill of sale for any such property, and to do all other things which Assignor is entitled to do under this Lease.

Assignor authorizes Assignee to do every act and thing in the name of the Assignor, Assignee or otherwise which Assignee may deem advisable to enforce the terms of the Lease, and the Assignor hereby irrevocably appoints Assignee the true and lawful attorney for the Assignor with full power of substitution and revocation, together with full power and authority in the name of the Assignor, Assignee or otherwise, to demand, enforce, collect, receive, receipt and give releases for any moneys due or to become due under or arising out of the lease (except indemnification payments under Section 17) or any policy of insurance or indemnity (except indemnification payments under Section 17) relating to the property subject thereto or the Lease (including any returns of premium), to endorse all checks and other instruments payable to Assignor, and to do and take all such other actions as are referred to in the preceding paragraph relating to the Lease or such property, to file any claims or institute any proceedings for the foregoing which Assignee deems necessary, and to compromise any such demand, claim or action.

This Assignment is made pursuant to a certain Security Agreement dated as of June 21, 1979 given by Assignor to Assignee to secure the payment of Assignor's Note and other obligations as provided therein and the Assignee does not, by reason hereof, assume any of the obligations of the Lessor under the Lease.

Executed as of May 7, 1980.

HELEASCO TWELVE, INC.

By: R. L. Beckershoff
President

(Corporate Seal)

Attest:

J. W. Turner
Assistant Secretary

This Assignment is accepted
this 27 day of Oct,
1980.

PROVIDENT NATIONAL BANK

By:

Title:

STATE OF DELAWARE :

ss.

COUNTY OF NEW CASTLE:

On this 15th day of July, 1980, before me personally appeared R. L. Beckershoff, sworn, says that he is President of HELEASCO TWELVE, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of this corporation, that said instrument was signed and sealed on behalf of this corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of this corporation.

Quita J. Medkeff
Notary Public

CONSENT AND AGREEMENT

The undersigned, DELAWARE AND HUDSON RAILWAY COMPANY, as Lessee named in the Lease of Railroad Equipment (hereinafter called the "Lease") dated as of May 7, 1980 with HELEASCO TWELVE, INC. as Lessor, and referred to in the Assignment of Lease by Lessor to Provident National Bank as Agent (hereinafter called the "Assignment"), does hereby (a) acknowledge receipt of a copy of the Assignment and (b) consent to all the terms and conditions of the Assignment and agree that:

(1) Lessee will pay all rentals, casualty payments, liquidated damages, indemnities and all other moneys provided for in the Lease (which moneys are hereinafter called the "Payments") due and to become due under the Lease or otherwise in respect of the Equipment leased thereunder, directly to the Assignee or to whomsoever the Assignee may from time to time direct;

(2) the Assignee shall be entitled to the benefits of, and to receive and enforce performance of, all the covenants to be performed by the Lessee under the Lease as though the Assignee were named therein as the Lessor;

(3) the Assignee shall not, by virtue of the Assignment, be or become subject to any liability or obligation under the Lease or otherwise;

(4) the Lease shall not, without the prior written consent of the Assignee, be terminated, amended or modified, nor shall any action be taken or omitted by the Lessee, the taking or omission of which might result in an alteration or impairment of the Lease or the Assignment, or of any of the rights created by either thereof, and any such action, without the consent of the Assignee, shall be void; and

(5) any consent or waiver under the Lease given by Lessor, any notice given by Lessor thereunder or other exercise of any rights, powers or remedies of the Lessor thereunder by Lessor, or any release of any obligations of the Lessee by Lessor thereunder without the prior written consent of Agent shall be void.

This Consent and Agreement shall be deemed to be a contract made and effected under the laws of the Commonwealth of Pennsylvania, and, for all purposes, shall be construed in accordance with the laws of said Commonwealth.

Dated as of May 7, 1980

DELAWARE AND HUDSON RAILWAY COMPANY

By: _____

D. A. Inui
Vice President